

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.3  
(ID # 13625)

**MEETING DATE:**

Tuesday, November 03, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Consideration of a CEQA Addendum to the Homeland/Romoland MDP's Final Environmental Impact Report, Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Menifee for Romoland Master Drainage Plan Line A-3, Stage 2, Romoland Master Drainage Plan Line A-3, Stage 3, Project No. 4-0-00431, District 5. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Consider the attached California Environmental Quality Act (CEQA) Addendum to the previously certified Final Environmental Impact Report (EIR) for the Homeland Master Drainage Plan (Revision No. 1), Romoland Master Drainage Plan (Revision No. 1), Homeland/Romoland Area Drainage Plan (Amendment No. 1) Final EIR based on the findings and conclusions incorporated in the Addendum that the project will not have a significant effect on the environment and that none of the conditions described in State CEQA Guidelines Section 15162 exist;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Menifee (City);
3. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District;
4. Direct the Clerk of the Board to return two (2) copies of the executed Cooperative Agreement to the District; and
5. Direct the Clerk of the Board to file the Notice of Determination (NOD) with the County Clerk within five days of approval by the Board.

**ACTION:**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 10/21/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 3, 2020  
xc: Flood

Kecia R. Harper

Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: N/A</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which the District will design and construct a certain flood control facility within the Romoland Master Drainage Plan.

The Agreement is necessary for the City to grant the District the necessary rights to access, construct, inspect, operate and maintain Romoland Master Drainage Plan Line A-3, Stage 2 and Romoland Master Drainage Plan Line A-3, Stage 2 and 3 within City's rights of way. Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drains that are greater than 36 inches in diameter. The City will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, connector pipes and storm drains that are 36 inches or less in diameter located within City's rights of way.

County Counsel has approved the Agreement as to legal form, and the City has executed the Agreement.

**Environmental Findings**

Based on the findings and conclusions of the attached CEQA Addendum, the changes incorporated into Line A Stages 2 and 3 are considered minor and a subsequent EIR is not necessary. The attached Addendum has been prepared to address minor changes and/or additions that Line A-3 Stages 2 and 3 makes to the Proposed Phase 1 Facilities previously analyzed in the Final Environmental Impact Report (FEIR) that was certified on March 28, 2006 (Agenda Item No. 11-2). Additionally, the District prepared a subsequent Notice of Determination (NOD) for the CEQA Addendum to the Final Environmental Impact Report (EIR) adopted by the Board of Supervisors on September 9, 2014 (Agenda Item No. 11.2). In general, the minor changes from the FEIR include short realignments and the associated acquisition of additional right of way, a sediment catchment facility, utility relocations and construction phasing. The attached Addendum describes the potential environmental impacts from Line A-3 Stages 2 and 3, which is a minor technical change to the FEIR that will not result in substantial changes or new significant impacts. Based on the attached Addendum, District staff determined that none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred. Therefore, an Addendum to

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

the prior FEIR is the appropriate document under CEQA. Pursuant to CEQA Guidelines Section 15164, the Board of Supervisors shall consider the Addendum with the FEIR prior to making a decision on Line A-3 Stages 2 and 3. Thereafter, the Clerk of the Board will file the attached NOD with the County Clerk within five working days of approval by the Board.

**Impact on Residents and Businesses**

This project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, this project will (i) collect and convey storm water runoff from the area; (ii) provide immediate flood relief for residents, business owners and future developments; (iii) improve traffic safety during periods of flooding; and (iv) reduce the floodplain limits along the mainline storm drain.

**Prev. Agn. Ref.:** 11.2 of 03/28/2006  
11.2 of 09/09/2014

**Additional Fiscal Information**

The engineer's estimate for the construction of Romoland Master Drainage Plan Line A-3, Stage 2 and Romoland Master Drainage Plan Line A-3, Stage 3 facilities is estimated to be \$4,549,000. The District will ensure sufficient funding is secured for the project prior to construction contract award by the Board of Supervisors. Future operation and maintenance costs associated with the mainline storm drain will accrue to the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement
3. CEQA Addendum
4. CEQA Notice of Determination
5. CEQA Fee Receipt
6. Authorization to Bill

AMR:blm  
P8/234173

  
\_\_\_\_\_  
Scott Bruckner 10/26/2020

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 10/22/2020

**Notice of Determination**

To: County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.  
11-5-20  
Date  
Initial

From: Riverside County Flood Control  
1995 Market Street  
Riverside, CA 92501  
Contact: Gene Jennings  
Phone: 951.955.8377

To: Office of Planning and Research  
For U.S. Mail:  
P.O. Box 3044  
Sacramento, CA 95812-3044  
Street Address  
1400 Tenth Street  
Sacramento, CA 95814

Lead Agency (Same as above):

**SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): 2003111131

**Project Title:**

Romoland MDP Line A-3, Stage 2 (Line A-3 Stages 2 and 3)

**Project Location:**

Line A-3 Stages 2 and 3 is located within the city of Menifee, Riverside County, California. Stage 2 begins just south of the intersection of Case Road and Palomar Road and proceeds northerly within and adjacent to Palomar Road and ends near the intersection of Palomar Road and Varela Lane. Line A-3 Stages 2 and 3 is located within Township 5 South, Range 3 West, Sections 11 and 14 of the Romoland 7.5 Minute USGS Quadrangle. Refer to enclosed Exhibit 'A'.

**Project Description:**

Line A-3 Stages 2 and 3 is a part of the previously approved Romoland Master Drainage Plan (MDP). The District proposes to construct approximately 3,174 lineal feet of underground reinforced concrete box (12' wide by 6.5' high) and a sediment basin ("Line A-3 Stages 2 and 3"). The Stage 3 crossing of State Route 74 (SR 74) will be constructed separately by Caltrans as part of their SR 74 widening project. At its downstream terminus, Line A-3 Stage 2 will connect to the District's existing Romoland MDP Line A-3, Stage 1 facility.

In addition, a sediment catchment area is proposed at the downstream end of an ephemeral wash traversing properties to the east of Palomar Road. The sediment catchment area will be located just outside of the easterly Palomar Road right of way, within currently private property APN 331-220-035. The catchment will be constructed within approximately 0.28 acre of disturbed wash. The length of the sediment catchment facility is approximately 280 feet along the existing wash and approximately 60 feet wide with a total acreage of approximately 0.39 acre. Portions of the bottom and the sideslopes of the facility will be lined with concrete and riprap.

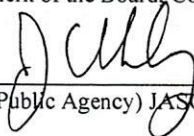
The project consists of the construction, right of way acquisitions, utility relocations and maintenance of Line A-3 Stages 2 and 3. This project is part of a larger Master Drainage Plan (MDP) system, which were then known as Proposed Phase 1 Facilities, that received project-specific analysis in the previously certified *Homeland Master Drainage Plan (Revision No. 1)*, *Romoland Master Drainage Plan (Revision No. 1)*, *Homeland/Romoland Area Drainage Plan (Amendment No. 1) Final EIR*.

An April 2020 Addendum to the Final EIR was prepared to address the Line A-3 Stages 2 and 3 modifications to the Proposed Phase 1 Facilities analyzed in the Final EIR. After evaluation of Line A-3 Stages 2 and 3, it was determined that none of the conditions described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND or EIR have occurred, and further CEQA review is not required.

This is to advise that the Riverside County Flood Control and Water Conservation District has considered the Addendum and has ( Lead Agency or  Responsible Agency) approved the above described project on April 27, 2020 and has made the following determinations regarding the above described project:

- 1. An Addendum to the certified Final EIR was prepared for this project pursuant to the provisions of CEQA.
- 2. The project was previously found to have a significant impact on the environment.
- 3. Mitigation measures were made a condition of the previous approval of the project.
- 4. A statement of overriding considerations was previously adopted for the project.
- 5. Findings were previously made pursuant to the provisions of CEQA.

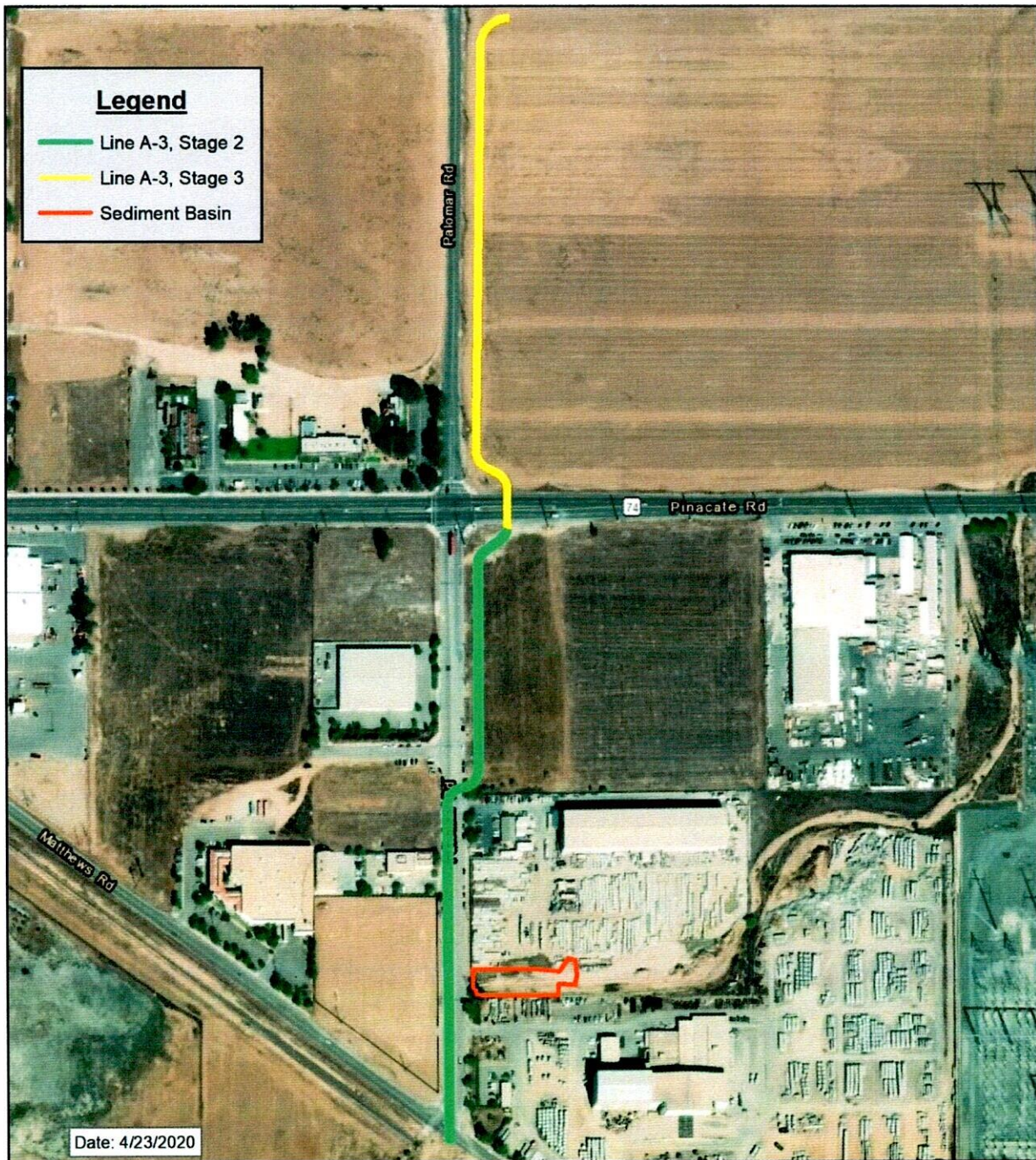
This is to certify that the Addendum, supporting documentation, and record of approval are available to the General Public at: Office of Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501

  
Signature (Public Agency) JASON E. UHLEY

General Manager-Chief Engineer  
Title

10-22-2020  
Date

Date received for filing at OPR:

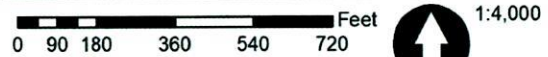


Date: 4/23/2020

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Romoland Line A-3 Stage 2 and 3  
Site Location**

**Figure 1**



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors  
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community  
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,  
USGS, AeroGRID, IGN, and the GIS User Community

**Riverside County Flood Control  
and Water Conservation District**

**Riverside, California**



**ROMOLAND MDP LINE A-3, STAGES 2 AND 3**

**CEQA  
ADDENDUM  
TO THE  
HOMELAND/ROMOLAND MDPs  
FINAL EIR**

**ZONE 4**

**October 15, 2020**

**Jason E. Uhley  
General Manager-Chief Engineer**

**Riverside County Flood Control  
and Water Conservation District**

**Romoland MDP Line A-3, Stages 2 and 3**

**March 2020**

**Addendum to the**

**Homeland Master Drainage Plan (Revision No. 1),  
Romoland Master Drainage Plan (Revision No. 1),  
Homeland/Romoland Area Drainage Plan (Revision No. 1)  
Final Environmental Impact Report**

**SCH # 2003111131**

Final EIR Certification Date: March 28, 2006

**Introduction**

This Addendum addresses minor changes and/or additions to the Romoland MDP Line A-3, Stages 2 and 3 of the Proposed Phase 1 Facilities previously analyzed in the certified Final Environmental Impact Report (FEIR) and addresses changes in circumstances since the FEIR was certified on March 28, 2006. Romoland MDP Line A-3, Stages 2 and 3 were originally proposed to be installed under Palomar Road. This Addendum addresses the realignment of portions of Line A-3, Stages 2 and 3.

Pursuant to CEQA Guidelines Section 15164, the Riverside County Flood Control and Water Conservation District (District) Board of Supervisors shall consider this Addendum with the FEIR prior to making a decision regarding Romoland MDP Line A-3, Stages 2 and 3. The collection of drainage facilities, which were then known as Proposed Phase 1 Facilities, received project-specific analysis in the previously certified *Homeland Master Drainage Plan (Revision No. 1)*, *Romoland Master Drainage Plan (Revision No. 1)*, *Homeland/Romoland Area Drainage Plan (Amendment No. 1) Final EIR (FEIR)*.

**Project Location**

Romoland MDP Line A-3, Stages 2 and 3 is located within the city of Menifee, Riverside County, California. Romoland MDP Line A-3, Stage 2 begins just south of the intersection of Case Road and Palomar Road and proceeds northerly within and adjacent to Palomar Road and ends near the intersection of Palomar Road and Varela Lane. Romoland MDP Line A-3, Stages 2 and 3 is located within Township 5 South, Range 3 West, Sections 11 and 14 of the Romoland 7.5 Minute USGS Quadrangle. Refer to enclosed Exhibit 'A'.

**Project Description**

Romoland MDP Line A-3, Stages 2 and 3 is a part of the previously approved Romoland Master Drainage Plan (MDP). The District proposes to construct approximately 3,174 lineal feet of underground reinforced concrete box (12' wide by 6.5' high) and a sediment basin ("Line A-3 Stages 2 and 3"). The Romoland MDP Line A-3, Stage 3 crossing of State Route 74 (SR 74) will be constructed separately by Caltrans as part of their SR 74 widening project. At its downstream

terminus, Romoland MDP Line A-3, Stage 2 will connect to the District's existing Romoland MDP Line A-3, Stage 1 facility.

In addition, a sediment catchment area is proposed at the downstream end of an ephemeral wash traversing properties to the east of Palomar Road. The sediment catchment area will be located just outside of the easterly Palomar Road right of way within currently private property APN 331-220-035. The catchment will be constructed within approximately 0.28 acre of disturbed wash. The length of the sediment catchment facility is approximately 280 feet along the existing wash and approximately 60 feet wide with a total acreage of approximately 0.39 acre. Portions of the bottom and the sideslopes of the facility will be lined with concrete and riprap.

The project consists of the construction, right of way acquisitions, utility relocations and maintenance of Romoland MDP Line A-3, Stages 2 and 3. This project is part of a larger MDP system, which were then known as Proposed Phase 1 Facilities, that received project-specific analysis in the previously certified *Homeland Master Drainage Plan (Revision No. 1)*, *Romoland Master Drainage Plan (Revision No. 1)*, *Homeland/Romoland Area Drainage Plan (Amendment No. 1) FEIR*.

### **Changes/Additions**

The Romoland MDP Line A-3, Stages 2 and 3 includes minor technical changes to the Proposed Phase 1 Facilities described in the project-specific analysis in the FEIR and does not result in substantial changes to the Proposed Phase 1 Facilities or new significant impacts. The changed circumstances and project changes are described herein and in the accompanying CEQA Notice of Determination (NOD). In general, the minor changes from the FEIR include short realignments and the associated acquisition of additional right of way, utility relocations, construction phasing and the addition of a 0.39-acre sediment catchment facility. The effect of the minor changes and additions and changed circumstances on Agriculture and Forestry Resources/Air Quality/Greenhouse Gas Emissions, Biological Resources, Cultural Resources, Noise and Transportation/Traffic have been considered. Current regulations and thresholds were used to verify that the Romoland MDP Line A-3, Stages 2 and 3 impacts remain the same or lower than what was determined in the FEIR. The potential significant impacts to farmlands and growth inducement described in the FEIR remain potentially significant with Romoland MDP Line A-3, Stages 2 and 3. Such impacts are anticipated in the City and County general plans, and the District Board previously adopted a statement of overriding considerations when the FEIR was certified.

### **CEQA Guidelines Criteria for an Addendum**

Pursuant to Section 15164(a), "The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of subsequent EIR have occurred." Based on the findings and conclusions included herein, the realignment changes incorporated into Romoland MDP Line A-3, Stages 3 and 4 are considered minor and a subsequent EIR is not necessary because:

- ***No substantial changes have been proposed "due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects" (State CEQA Guidelines, Section 15162(a)(1)).*** Romoland MDP Line A-3, Stages 2 and 3 follows the alignment as evaluated in the FEIR except for minor realignments adjacent to Palomar Road. Impacts will be less than or comparable to those evaluated in the certified FEIR. Therefore, there will be no new significant effects or an increase in a previously identified significant effect.



- ***No substantial changes have occurred "with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR... due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects" (Section 15162(a)(2)).*** As mentioned above, Romoland MDP Line A-3, Stages 2 and 3 impacts will be less than or comparable to those evaluated in the certified FEIR. Circumstances under which the Romoland MDP Line A-3, Stages 2 and 3 is undertaken will also be comparable to those evaluated in the certified FEIR. Therefore, no substantial changes have occurred which will require major revisions to the certified FEIR.
- ***No new information of substantial importance that was previously unknown shows that "[t]he project will have one or more significant effects not discussed in the previous EIR" (Section 15162(a)(3)(A)).*** No new information has come to light that would suggest that the Romoland MDP Line A-3, Stages 2 and 3 would have previously undisclosed significant effects on the environment.
- ***No new information of substantial importance that was previously unknown shows that "[s]ignificant effects previously examined will be substantially more severe than shown in the previous EIR" (Section 15162(a)(3)(B)).*** As discussed above, Romoland MDP Line A-3, Stages 2 and 3 will not have substantially more severe impacts than were disclosed in the certified FEIR.
- ***No new information of substantial importance that was previously unknown shows that "[m]itigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative" (Section 15162(a)(3)(C)).*** As discussed above, Romoland MDP Line A-3, Stages 2 and 3 will not result in new significant impacts and would not require modifying previously adopted mitigation measures.
- ***No new information of substantial importance that was previously unknown shows that "[m]itigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effect on the environment, but the project proponents decline to adopt the mitigation measure or alternative" (Section 15162(a)(3)(D)).*** As discussed above, Romoland MDP Line A-3, Stages 2 and 3 will not require modifying the enclosed previously adopted mitigation measures (Table 1) and will not require modification of the previous findings regarding alternatives.

### **Determination**

With this Addendum, the certified FEIR will be modified to reflect the changes and additional information described herein. These changes and additions have been determined to be minor, and no new or more significant impacts have been determined.

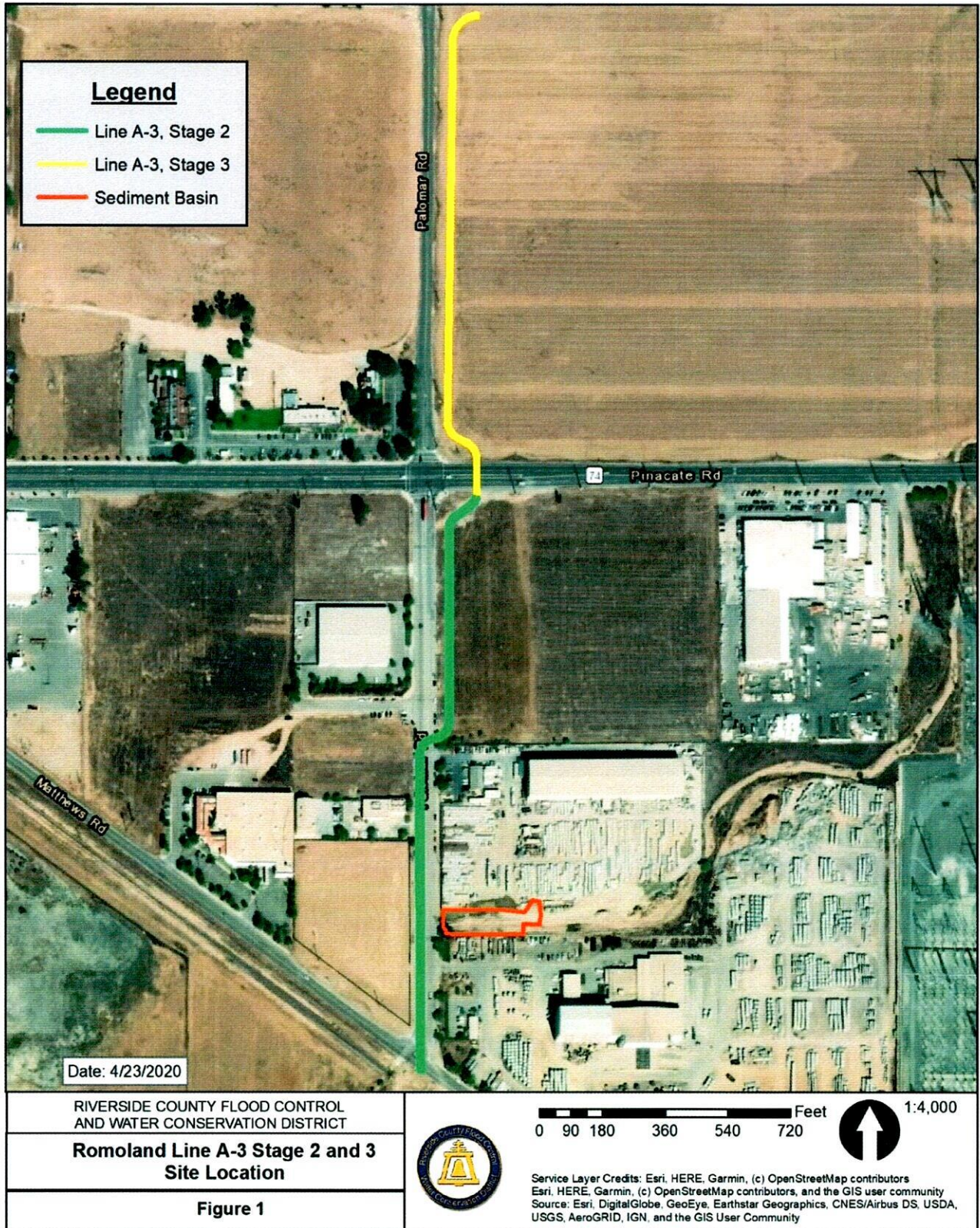
Pursuant to CEQA and the State CEQA Guidelines, the District's environmental review of Romoland MDP Line A-3, Stages 2 and 3 is limited to examining the environmental effects associated with the physical changes in the environment from Romoland MDP Line A-3, Stages 2 and 3 changes and additions in comparison to the previously approved project. Copies of the Romoland MDP Line A-3, Stages 2 and 3 Initial Study, FEIR and supporting studies are available for review at the District's office, located at 1995 Market Street, Riverside, California.

  
\_\_\_\_\_  
JASON E. UHLEY, General Manager-Chief Engineer

10.22.2020  
\_\_\_\_\_  
Date

Enclosures (Exhibit 'A' and Table 1 Mitigation Measures)

P8\230931



**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**Table 1  
PROJECT FEATURES & ENVIRONMENTAL COMMITMENTS  
MONITORING PROGRAM TABLE**

**For  
ROMOLAND MDP LINE A-3, STAGES 2 AND 3**

<b>Issue</b>	<b>Potential Impact</b>	<b>Project Feature, Environmental Commitment, Avoidance, Minimization, and/or Mitigation Measures</b>	<b>Action</b>	<b>Implementation Responsibility</b>	<b>Governing Agency</b>	<b>Implementation Timing</b>
<b>Air Quality</b>	Violate any ambient air quality standard or contribute substantially to an existing or projected air quality violation.	<b>MM Air 1:</b> Mobile construction equipment will be properly maintained, which includes proper tuning and timing of engines. Construction contractors will keep equipment maintenance records and equipment design specification data sheets onsite during construction and turn in the records to the District.	Require contractor to ensure construction equipment will be properly maintained and to keep records.	Riverside County Flood Control and Water Conservation District (District) or designee	N/A	Construction start to completion
<b>Air Quality</b>	Violate any ambient air quality standard or contribute substantially to an existing or projected air quality violation.	<b>MM Air 2:</b> Temporary traffic control (e.g., flag person) will be provided during soil transport activities. Contractors shall be advised not to idle trucks onsite for more than ten minutes.	Require contractor not to idle trucks onsite for more than ten minutes.	District or designee	N/A	Construction start to completion
<b>Air Quality</b>	Result in a cumulatively considerable increase in a criteria pollutant under non-attainment.	<b>MM Air 3:</b> In order to control dust emissions, any grading activities shall comply with the SCAQMD Rule 403 or any amendments thereto. Any applicable Rule 403 dust control measures shall be implemented. A log of all	Require the contractor to control fugitive dust in accordance with applicable provisions of AQMD Rule 403.	District or designee	South Coast Air Quality Management District (SCAQMD)	Construction start to completion

Issue	Potential Impact	Project Feature, Environmental Commitment, Avoidance, Minimization, and/or Mitigation Measures	Action	Implementation Responsibility	Governing Agency	Implementation Timing
		<p>implemented dust control measures shall be maintained onsite during construction and be subject to review and approval by the District. If any construction phases meet the Rule 403 definition of "Large Operations", a dust control plan shall be prepared, submitted to the SCAQMD, and implemented.</p>				
<p><b>Biological Resources- Burrowing Owl</b></p>	<p>Adversely affect any endangered or threatened species or any species identified as candidate, sensitive, or special status.</p>	<p><b>MM Bio 1:</b> Pre-construction presence/absence surveys for burrowing owl within the MSHCP Burrowing Owl Survey Area where suitable habitat is present shall be conducted. These areas are identified in the MSHCP Compliance Report contained in Appendix C of the FEIR. Surveys shall be conducted utilizing approved protocols. Surveys shall be conducted within 30 days prior to disturbance. Take of active nests shall be avoided. If burrowing owls cannot be avoided, active or passive relocation (use of one way doors and collapse of burrows) shall occur outside the burrowing owl nesting season (February 1st to August 31st). Construction of replacement burrowing owl burrows within</p>	<p>Complete Burrowing Owl pre-construction survey and report</p>	<p>District or designee</p>	<p>N/A</p>	<p>Within 30 days prior to construction start</p>

Issue	Potential Impact	Project Feature, Environmental Commitment, Avoidance, Minimization, and/or Mitigation Measures	Action	Implementation Responsibility	Governing Agency	Implementation Timing
		the proposed detention basins shall be considered.				
<b>Biological Resources-Riparian Vegetation</b>	Adversely affect any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFG or FWS.	<b>MM Bio 3:</b> Final jurisdictional delineations shall be obtained prior to construction of the lower reach of Line A, Line A-15, Briggs Road Basin, Line 4, Juniper Flats Basin and Mapes Basin to determine the extent of impact to jurisdictional waters of the U.S., waters of the state, and/or streambeds regulated by the ACOE, RWQCB and CDFG. Applicable permits shall be obtained prior to construction if jurisdictional resources will be impacted.	Obtain a jurisdictional delineation and any applicable permits.	District or designee	CDFW, RWQCB, ACOE	Prior to construction
<b>Cultural Resources</b>	Cause a substantial adverse change in the significance of an archaeological resource or a historical resource.	<b>MM Cul 2:</b> Should any unknown cultural and/or archaeological resources be uncovered during construction, construction activities shall be temporarily diverted to other parts of the project area away from the find until a qualified archaeologist determines the significance of these resources. If the find is determined to be a historical or unique archaeological resource, as defined in Section 15064.5 of the CEQA Guidelines, avoidance or other conservation measures as recommended by a qualified	If buried cultural resources are uncovered, cease excavation near the find and retain a qualified archaeologist and/or historical resources specialist.	District or designee	N/A	Construction start to completion

Issue	Potential Impact	Project Feature, Environmental Commitment, Avoidance, Minimization, and/or Mitigation Measures	Action	Implementation Responsibility	Governing Agency	Implementation Timing
		archaeologist shall be implemented.				
<b>Cultural Resources</b>	Destroy a unique paleontological resource or site, or unique geologic feature.	<b>MM Cul 3:</b> If fossil bearing soils are encountered and impacted by extensive/deep excavations and/or fossils are identified during any excavations, a qualified paleontologist shall be contacted and permitted to recover and evaluate the find(s). The paleontologist will be required to place any collected fossils in an accredited scientific institution for the benefit of current and future generations.	If buried paleontological resources are uncovered, cease excavation near the find and retain a qualified paleontological resources specialist.	District or designee	N/A	Construction start to completion
<b>Cultural Resources</b>	Cause a substantial adverse change in the significance of an archaeological resource or a historical resource.	<b>MM Cul 4:</b> Although the project is not expected to impact human remains, if human remains are uncovered at any time, the County Coroner shall be notified and all activities in the area of the find shall be halted. If the Coroner determines that the remains are of Native American origin, the Native American Heritage Commission shall be notified and consultation with local Native American representatives shall be initiated to determine the disposition of the remains in accordance with State and County guidelines.	If human remains are uncovered, cease excavation near the find and contact the Riverside County Coroner.	District or designee	County Coroner	Construction start to completion

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
**ENVIRONMENTAL FILING FEE CASH RECEIPT**

**Receipt #: 201500345**

**State Clearinghouse # (if applicable): 2003111131**

*Lead Agency:* RIVERSIDE COUNTY FLOOD CONTROL *Date:* 05/07/2015

*County Agency of Filing:* Riverside *Document No:* 201500345

*Project Title:* LICENSE AGREEMENT FOR ROMOLAND MASTER DRAINING; LINE A, STAGE 4

*Project Applicant Name:* RIVERSIDE COUNTY FLOOD CONTROL *Phone Number:* 951 955-8581

*Project Applicant Address:* 1995 MARKET ST RIVERSIDE CA 92501

*Project Applicant:* Local Public Agency

**CHECK APPLICABLE FEES:**

<input checked="" type="checkbox"/> <i>Environmental Impact Report</i>	<u>3069.75</u>
<input type="checkbox"/> <i>Negative Declaration</i>	<u>                    </u>
<input type="checkbox"/> <i>Application Fee Water Diversion (State Water Resources Control Board Only)</i>	<u>                    </u>
<input type="checkbox"/> <i>Project Subject to Certified Regulatory Programs</i>	<u>                    </u>
<input checked="" type="checkbox"/> <i>County Administration Fee</i>	<u>\$50.00</u>
<input type="checkbox"/> <i>Project that is exempt from fees (DFG No Effect Determination (Form Attached))</i>	
<input type="checkbox"/> <i>Project that is exempt from fees (Notice of Exemption)</i>	
<b>Total Received</b>	<u>3119.75</u>

*Signature and title of person receiving payment:* 

*Notes:*



RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 4/27/2020 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25140 DEPT ID: 947460 PROGRAM:

AMOUNT: \$50.00

REF:

- CEQA Notice of Determination filing for Romoland Line A-3, Stages 2 and 3 Cooperative Agreement. 224-4-8-00431-02-30-0000-922 The CEQA EIR fee was previously paid on this project by the District. Therefore, please only bill Flood Control for the \$50 filing fee.

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Jeanine Rey Jeanine Rey EXT 51264 4/27/2020 PRESENTED BY: JOAN VALLE Ext 58856 CONTACT: Gene Jennings Ext 58377

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

COOPERATIVE AGREEMENT  
Romoland MDP Line A-3, Stage 2  
Romoland MDP Line A-3, Stage 3  
Project No. 4-0-00431

This Cooperative Agreement ("Agreement"), dated as of November 3, 2020, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Menifee, a municipal corporation ("CITY").

RECITALS

A. DISTRICT has budgeted for and plans to design, construct and subsequently operate and maintain certain flood control facilities to collect and convey stormwater runoff from the area to Romoland MDP Line A and the San Jacinto River, provide flood protection for residents, business owners and future development and reduce the FEMA floodplain limits along the mainline storm drain; and

B. These certain flood control facilities are identified in DISTRICT's Romoland Master Drainage Plan ("MDP"), as shown in concept in red and blue on Exhibit "A", attached hereto and made a part hereof, and as shown on DISTRICT's Drawing No. 4-1119, generally consisting of the following segment:

(i) Romoland MDP Line A-3, Stage 2 and Romoland MDP Line A-3, Stage 3 ("LINE A-3 STAGES 2 & 3") – DISTRICT proposes to construct approximately 3,174 lineal feet of underground reinforced concrete box and a sediment basin at the southwestern end of the Case Road (old Mathews Road) and Palomar Road intersection, continuing northerly on Palomar Road and terminating at the intersection of Palomar Road and Varela Lane. At its downstream terminus, Romoland MDP Line A-3, Stage 2 will connect to the DISTRICT's Romoland MDP Line A-3, Stage 1 facility as shown on District Drawing No. 4-0871. At its downstream terminus,

Romoland MDP Line A-3, Stage 3 will connect to the proposed Romoland MDP Line A-3, Stage 2 facility as shown on District Drawing No. 4-1146; and

C. Associated with the construction of LINE A-3 STAGES 2 & 3 is the construction of various catch basins, connector pipes and storm drains that are thirty-six inches (36") or less in diameter located within CITY rights of way and as shown on DISTRICT's Drawing No. 4-1119 (the "APPURTENANCES"); and

D. Together, LINE A-3 STAGES 2 & 3 and APPURTENANCES are hereinafter called "PROJECT"; and

E. Romoland MDP Line A-3, Stage 3 includes a portion that crosses State Route 74 (SR 74), just east of Palomar Road in the city of Menifee, and is to be constructed separately by the California Department of Transportation (CALTRANS) as part of their SR 74 widening project; and

F. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

G. The purpose of this Agreement is to memorialize the mutual understandings and obligations by and between DISTRICT and CITY with respect to design, construction, inspection, ownership and operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and

appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prepare or cause to be prepared plans and specifications for PROJECT ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT and CITY standards.

3. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.

4. Secure and comply with, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any federal, state or local resource or regulatory agencies pertaining to the construction of PROJECT and operation and maintenance of LINE A-3 STAGES 2 & 3.

5. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to CITY for its review and approval.

6. Advertise, award and administer a public works construction contract for PROJECT.

7. Within thirty (30) days of awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Agency (RCA) the costs associated with the Multiple Species Habitat Conservation Plan, which is either the lesser of three percent (3%) of the lowest bid price or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.

8. Provide CITY, within a reasonable timeframe, with written notice that DISTRICT has awarded a construction contract for PROJECT.

9. Prior to commencing PROJECT construction, schedule and conduct a pre-construction meeting between DISTRICT, CITY and other affected entities. DISTRICT shall notify CITY at least twenty (20) days prior to conducting the pre-construction meeting.

10. Furnish CITY, at the time of providing written notice for the pre-construction meeting as set forth in Section I.9., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

11. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

12. Inspect or cause to be inspected construction of PROJECT.

13. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space, and maintain a safe working environment for all DISTRICT and CITY employees and/or agents on the site.

14. Require its construction contractor(s) to include CITY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include CITY as a third-party beneficiary of any and all warranties of the contractor's work with regard to the APPURTENANCES.

15. Within two (2) weeks of completing PROJECT construction, provide CITY with written notice that PROJECT construction is substantially complete and requesting that (i) CITY conduct a final inspection of APPURTENANCES, at CITY's sole cost and expense, and (ii) subsequently assume ownership and responsibility for operation and maintenance of APPURTENANCES.

16. Upon DISTRICT's acceptance of PROJECT construction as complete, provide CITY with a copy of DISTRICT's Notice of Completion.

17. Upon CITY's acceptance of APPURTENANCES for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.

18. Accept ownership and sole responsibility for the operation and maintenance of LINE A-3 STAGES 2 & 3.

19. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

## SECTION II

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT's advertising PROJECT for construction bids and pay all costs associated therewith.

3. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct and inspect PROJECT within CITY rights of way or easements.

4. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT, in the CITY's reasonable discretion.

5. As authorized by law, order the relocation of all utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.

6. Order the relocation of all CITY owned utilities within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the CITY's expense.

7. CITY personnel may observe and inspect all work being done on PROJECT construction for quality control purposes at its sole cost, but provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.

8. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.15, conduct a final inspection of APPURTENANCES.

9. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon (i) receipt of DISTRICT's Notice of Completion as set forth in Section I.16, (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.17, and (iii) CITY's review and approval of the APPURTENANCES; such approval can be given in the CITY's sole and absolute discretion.

10. Upon CITY's receipt of Notice of Completion, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way and jurisdiction which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT and CITY and shall not be deemed complete until approved and accepted as complete by DISTRICT and CITY.

2. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage, (b) bodily injury or death, (c) payment of reasonable attorney's fees, or (d) any other element of any kind or nature whatsoever.

3. CITY shall indemnify, defend, save and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage, (b) bodily injury or death, (c) payment of reasonable attorney's fees, or (d) any other element of any kind or nature whatsoever.



4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

5. This Agreement is to be construed in accordance with the laws of the State of California.

6. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Design III Section

CITY OF MENIFEE  
39714 Haun Road  
Menifee, CA 92586  
Attn: Yolanda S. Macalalad, PE  
Public Works Engineering  
Department

7. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. This Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The authorship of this Agreement shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

9. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

10. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of

competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

11. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facility as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facility.

12. DISTRICT and CITY shall not assign this Agreement without the written consent of the other party.

13. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

November 3, 2020  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By Jason E. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

By Karen S. Spiegel  
KAREN SPIEGEL Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By Synthia M. Gunzel  
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By Priscilla Passer  
Deputy

(SEAL)



Cooperative Agreement with City of Menifee  
Romoland MDP Line A-3, Stage 2  
Romoland MDP Line A-3, Stage 3  
Project No. 4-0-00431  
08/31/2020  
AMR:mcv

RECOMMENDED FOR APPROVAL:

**CITY OF MENIFEE**

By   
YOLANDA MACALALAD  
City Engineer

By \_\_\_\_\_  
ARMANDO G. VILLA  
City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
JEFFREY T. MELCHING  
City Attorney

By \_\_\_\_\_  
SARAH MANWARING  
City Clerk

(SEAL)

Cooperative Agreement with City of Meniffee  
Romoland MDP Line A-3, Stage 2 & 3  
Romoland MDP Line A-3, Stage 3  
Project No. 4-0-00431  
8/31/2020  
AMR:mcv

RECOMMENDED FOR APPROVAL:

CITY OF MENIFEE

By \_\_\_\_\_  
YOLANDA MACALALAD  
City Engineer

DocuSigned by:  
*Armando G. Villa*  
By \_\_\_\_\_  
ARMANDO G. VILLA  
City Manager

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*Jeffrey T. Melching, City Attorney*  
By \_\_\_\_\_  
JEFFREY T. MELCHING  
City Attorney

DocuSigned by:  
*Sarah A. Manwaring*  
By \_\_\_\_\_  
SARAH MANWARING  
City Clerk

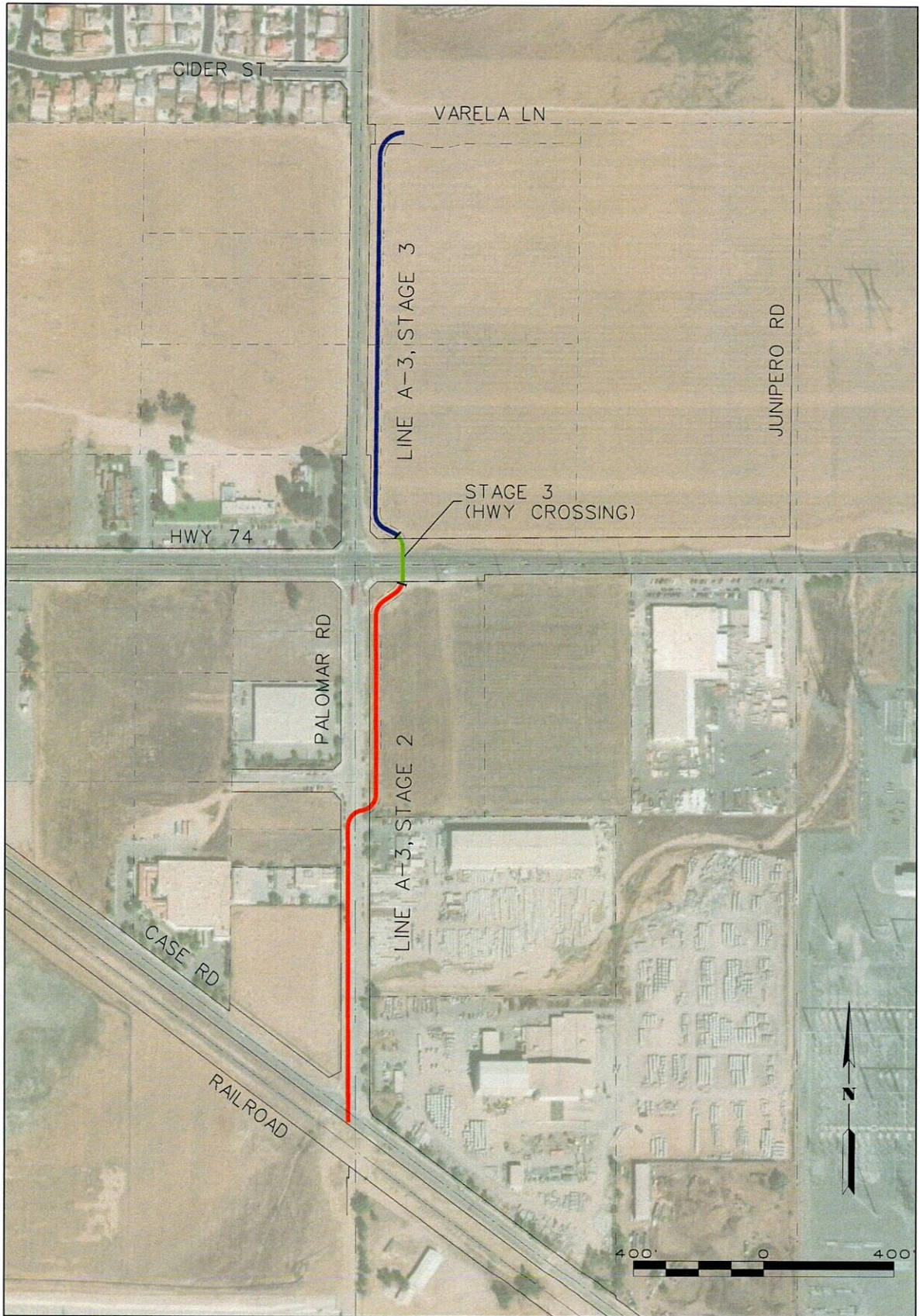
(SEAL)

Cooperative Agreement with City of Meniffee  
Romoland MDP Line A-3, Stage 2 & 3  
Romoland MDP Line A-3, Stage 3  
Project No. 4-0-00431  
8/31/2020  
AMR:mcv

ATTACHMENT TO SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

# ROMOLAND MDP LINE A-3, STAGES 2 AND 3



## **EXHIBIT A**

**COOPERATIVE AGREEMENT**  
Romoland MDP Line A-3, Stage 2  
Romoland MDP Line A-3, Stage 3  
Project No. 4-0-00431  
Page 1 of 1